this would seem to indicate? Probably not, for the briefness of the report and lack of discussion would hardly warrant such an assumption. The best explanation is probably that suggested in the opening sentence of this discussion.

SALES—LIABILITY OF MANUFACTURER OF FOOD TO CONSUMER WHO BUYS FROM A DEALER.—Plaintiff bought from her grocer a loaf of bread made by the defendant baking company, on the wrapper of which was a statement that the bread was pure, healthful and a nutritious food. On eating the bread the plaintiff struck a wire nail. On a count drawn in deceit she recovered a judgment for the alleged injury in the superior court, which judgment was reversed for the failure of the plaintiff to prove knowledge on the part of the defendant. *Newhall v. Ward Baking Co.* (Mass.), 134 N. E. 625.

If the plaintiff here had brought her action on the theory either of implied warranty or tort for negligence, she could no doubt have recovered, for in neither of these actions is the proof of knowledge essential. Numerous cases have held that the manufacturer impliedly warrants his product to be fit for food and that such warranty runs in favor of all who may purchase in the legitimate channels of trade. *Ward v. Morehead City Sea Food Co.*, 171 N. C. 33; *Catani v. Swift*, 251 Pa. 52; *Mazetti v. Armour*, 75 Wash. 622; *Davis v. Van Camp* (Ia. 1920), 176 N. W. 382; *Chysky v. Drake Bros.*, 182 N. Y. S. 459. There is a minority doctrine, however, which holds that there is no implied obligation in favor of anyone not in privity of contract with the manufacturer. *Nelson v. Armour Packing Co.*, 76 Ark. 352; *Roberts v. Anheuser-Busch Brewing Co.*, 211 Mass. 449; *Crigger v. Coca Cola Bottling Works*, 132 Tenn. 545. Those jurisdictions that have difficulty in extending the doctrine of implied warranty this far have given relief to the injured consumer through an action of tort for negligence. In those cases where negligence on the part of the defendant can be shown the courts have said that his acts are so important to the welfare and health of the public that he owes them a duty to use great care in the making of their food, regardless of any contract between them. *Tomlinson v. Armour*, 75 N. J. L. 748; *Roberts v. Anheuser-Busch, supra; Ketterer v. Armour*, 200 Fed. 322; *Wilson v. Ferguson*, 214 Mass. 265; *Crigger v. Coca Cola Bottling Works, supra.* In the cases where no negligence on the part of the manufacturer can be shown the courts have imposed an absolute duty to make pure food; he must know that it is fit or take the consequences if it proves destructive. *Parks v. G. C. Yost Pie Co.* (Kan.), 144 Pac. 202; *Watson v. Augusta Brewing Co.*, 124 Ga. 121; *Jackson Coca Cola B. W. v. Chapman*, 106 Miss. 864. See MICH. L. REV. 436; 5 IOWA L. BUL. 86.

STATUTES—ACT REGULATING SPEED OF AUTOMOBILES IN "THICKLY SETTLED DISTRICTS" HELD VOID FOR UNCERTAINTY.—Defendant was convicted under a statute reading, "It is forbidden to operate or drive a motor vehicle on any public highway where the territory contiguous thereto is closely built up at a greater rate of speed than eighteen miles per hour." In an